

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

**IN RE: TANYA KREBS**

**CHAPTER 7 CASE NUMBER 21-50698-KMS**

**MOTION TO APPROVE AGREED ORDER**

Comes now, **First Consumers Financial**, by and through its undersigned attorney, William P. Wessler, and move the Court to approve the agreed order attached hereto which provides for abandonment of the Debtor's **2007 Ford F-150**, more particularly described in the exhibits attached hereto and for relief from stay to allow the Creditor to take possession of, and to dispose of, said property. It is not believed there is any equity in the property for the benefit of unsecured creditors.

RESPECTFULLY SUBMITTED this the 20<sup>th</sup> day of October, 2021

/s/ William P. Wessler

ATTORNEY FOR CREDITOR

Wessler Law Firm  
William P. Wessler, MSB # 7110  
W. Gerry Wessler, MSB # 104492  
P.O. Box 175  
Gulfport, MS 39502  
Phone: (228) 863-3686  
Fax: (228) 863-7877  
Attorneys for Creditor

**CERTIFICATE OF SERVICE**

Service provided via Notice of Electronic Filing (NEF) through ECF to all counsel of record.

SO CERTIFIED, this the 20<sup>th</sup> day of October, 2021.

/s/ William P. Wessler

# CERTIFICATE OF TITLE



Form # 79-001

## STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
1FTPW12V27FB42109	FORD	2007	F150	PK	MS1904225280	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
07/09/2019		8	USED	PU	EXEMPT

## OWNER(S)

KREBS, TANYA  
1046 CAMP AVE  
GULFPORT MS 39501-2420

## BRANDS

## 1ST LIENHOLDER

FIRST CONSUMERS FINANCIAL  
2210 PASS RD STE A  
GULFPORT MS 39501-4905

DATE: 06/04/2019

## 2ND LIENHOLDER

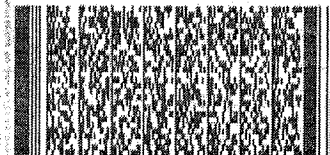
DATE:

## MAIL TO



FIRST CONSUMERS FINANCIAL  
2210 PASS RD STE A  
GULFPORT MS 39501-4905

T2



LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN \_\_\_\_\_ BY \_\_\_\_\_  
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

2ND LIEN \_\_\_\_\_ BY \_\_\_\_\_  
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 9TH DAY OF JULY 2019



The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

O 04483760

MISSISSIPPI DEPARTMENT OF REVENUE

*Herb Frierson*

VOID IF ALTERED



## DISCLOSURE STATEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

ACCOUNT NO. <b>17</b>		<b>LENDER - SECURED PARTY</b> <b>FIRST CONSUMERS FINANCIAL OF GULFPORT</b> 2210 Pass Road Suite A Gulfport, MS 39501		ITEMIZATION OF THE AMOUNT FINANCED OF ..... \$ <b>3334.26</b>	
DATE OF LOAN <b>11/27/20</b>				AMOUNT PAID TO OTHERS ON MY BEHALF: To Credit Life Ins. Premium <input checked="" type="checkbox"/> Level <input type="checkbox"/> Decreasing <input checked="" type="checkbox"/> Single <input type="checkbox"/> Joint ..... \$ <b>110.68</b> To Credit Disability Ins. Premium ..... \$ <b>172.72</b> <input checked="" type="checkbox"/> 14 Day <input type="checkbox"/> 30 Day <input checked="" type="checkbox"/> Retro <input type="checkbox"/> Non-Retro To Property Insurance Premium <input type="checkbox"/> Single Int. <input type="checkbox"/> Dual Int. .... \$ <b>0.00</b> <input checked="" type="checkbox"/> Single Int. Auto ..... \$ <b>446.25</b> To Public Officials ..... \$ <b>0.00</b> To Title Search ..... \$ <b>0.00</b> To <u>AMERICAN NATIONAL</u> ..... \$ <b>446.25</b> To <u>LIBERTY MOTOR CLUB</u> ..... \$ <b>180.00</b> To Other Creditors ..... \$ ..... ..... \$ ..... ..... \$ ..... ..... \$ ..... ..... \$ ..... TOTAL PAID TO OTHERS ..... \$ <b>909.65</b> Balance on Former Account LESS No. .... \$ ..... REFUNDS Finance Charge ..... \$ <b>65.31</b> Credit Life Ins. .... \$ <b>10.85</b> Disability Ins. .... \$ <b>13.52</b> Property Insurance ..... \$ <b>11.62</b> S.I. Auto Ins. .... \$ <b>0.00</b> Net Balance ..... \$ <b>101.30</b> Amount Paid On My Account ..... \$ <b>2024.61</b> Amount Given To Me Directly ..... \$ <b>400.00</b> Prepaid Finance Charge (Closing Fee) ..... \$ <b>181.81</b> Slate Interest Charge ..... \$ <b>1029.11</b> The Loan Contract Rate is <u>33.28</u> % per annum	
<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate. <b>40.54 %</b>		<b>Total of Payments</b> The amount I will have paid after I have made all payments as scheduled. \$ <b>4545.18</b>		<b>FINANCE CHARGE</b> The dollar amount the credit will cost me \$ <b>1210.92</b>	
		<b>Amount Financed</b> The amount of Credit provided to me or on my behalf. \$ <b>3334.26</b>			
<b>MY PAYMENT SCHEDULE WILL BE: MONTHLY</b>					
NUMBER OF PAYMENTS <b>18</b>	AMOUNT OF FIRST PAYMENT \$ <b>252.51</b>	FIRST PAYMENT DUE DATE: <b>1/05/21</b>	OTHER PAYMENTS DUE SAME DAY OF EACH SUCCEEDING MONTH	AMOUNT OF OTHER PAYMENTS \$ <b>252.51</b>	FINAL PAYMENT DUE DATE: <b>6/05/22</b>
Security: I am giving you a security interest in: <input checked="" type="checkbox"/> Certain <input checked="" type="checkbox"/> Household Goods <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Goods or Property being purchased <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Collateral securing other loan may also secure this loan <input type="checkbox"/> Other (describe) _____ <input type="checkbox"/> This loan is unsecured			PROPERTY INS. \$ <b>0.00</b>	AUTO INS. \$ <b>446.25</b>	
Late Charges: <input checked="" type="checkbox"/> If payment is more than 15 days late, I will be charged \$ <b>5.00</b> or 4.00 % of the delinquent amount, whichever is greater, but not to exceed \$ <b>50.00</b> .					
Prepayment: <input checked="" type="checkbox"/> If I pay off early, I may be entitled to a refund of part of the finance charge. <input type="checkbox"/> If I pay off early, I may have to pay a penalty.					
I must see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.					
NAMES AND ADDRESSES OF ALL BORROWERS: <b>TANYA SUE KREBS</b> <b>1046 CAMP AVE</b> <b>GULFPORT, MS 39501</b>			S.S. NO. <b>XX-XX-5310</b> DOB <b>10/12/76</b>	AGE <b>44</b>	
			S.S. NO. _____ DOB _____	AGE _____	
			S.S. NO. _____ DOB _____	AGE _____	
Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost. Insurance, if provided, is for the term of the contract.					
TYPE		PREMIUM	SIGNATURE		
Single Credit Life <input checked="" type="checkbox"/> Level <input type="checkbox"/> Decreasing		\$ <b>110.68</b>	<input checked="" type="checkbox"/> I do <input type="checkbox"/> do not want Single Credit Life Insurance SIGNATURE: <i>[Signature]</i>		
Joint Credit Life <input type="checkbox"/> Level <input type="checkbox"/> Decreasing		\$	We <input type="checkbox"/> do <input type="checkbox"/> do not want Joint Credit Life Insurance SIGNATURE: _____ SIGNATURE: _____		
Credit Disability		\$ <b>172.72</b>	<input checked="" type="checkbox"/> I do <input type="checkbox"/> do not want Credit Disability Insurance SIGNATURE: <i>[Signature]</i>		
I may obtain required property insurance from anyone I want that is acceptable to you. If I obtain insurance from you the cost will be as follows: Single Int. Auto for a term of <u>0</u> mos. \$ <b>446.25</b> Single/Dual Int. Prop. for a term of _____ mos. \$ <b>0.00</b> (Borrower(s) Initial appropriate box) <input type="checkbox"/> I want Single Interest Property Insurance <input type="checkbox"/> I want Dual Interest Property Insurance I/We warrant that the value of the collateral on this transaction is ..... \$ <b>0.00</b>					

As stated above "I", "Me", or "My" means all Borrowers, and "You" means the Lender named above.

**PROMISSORY NOTE**

FOR VALUE RECEIVED: Borrower promises to pay to the order of Lender named above, at its office, and subject to the terms hereof the Total of Payments as stated above in consecutive monthly installments as stated as beginning on the due date for the first payment stated above and continuing on the same day of each succeeding month thereafter until fully paid. No exceptions, renewal, or other indulgence by the Lender shall release the Borrower. Borrower waives protest. Borrower includes all persons signing below, each of whom shall be jointly and severally liable herein. All provisions set out above are incorporated in this Note by reference as though fully set out herein.

Borrower agrees to pay a closing fee as follows:  
a. For loans in the amount of Ten Thousand Dollars (\$10,000.00) or less, four percent (4%) of the total payments due on the loan or Twenty-Five Dollars (\$25.00), whichever is greater.  
b. For loans in an amount greater than Ten Thousand Dollars (\$10,000.00), a maximum charge of Five Hundred Dollars (\$500.00).

REBATE FOR PREPAYMENT: Prepayment may be made in full or in part at any time. If this loan is prepaid in full, Borrower will receive a refund of the unearned portion of the Finance Charge (less Prepaid Finance Charge) calculated in accordance with the rule of 78's based upon months prepaid determined as described hereafter. The number of months and days used from the date the loan was made to the date of prepayment plus 30 days will be the number of months and days earned. If the days earned in excess of whole months total 15 or less, they shall be disregarded. If the days earned in excess of whole months total 16 or more they shall be considered an additional month earned. No rebate less than \$1.00 is required. The Finance Charge for the purposes of the Mississippi Code is the Finance Charge disclosed above less the amount shown as Prepaid Finance Charge.

APPLIES TO SECTION 32-REAL ESTATE LOANS ONLY: If prepayment is a result of refinancing, the finance charge will be computed using the actuarial method. If the within named customer's debt ratio (income to monthly payments) exceeds 50% on the date of this loan, no prepayment penalty will be collected and the finance charge refunded will be computed using the actuarial method.

PREPAYMENT PENALTY: If this loan is secured by a Deed or Trust on real Property, and is prepaid during the first year the penalty for prepayment shall be 5% of the unpaid principal balance; if prepaid during the second year the penalty shall be 4% of the unpaid principal balance; if prepaid during the third year the penalty shall be 3% of the unpaid principal balance; if prepaid during the fourth year the penalty shall be 2% of the unpaid principal balance; if prepaid during the fifth year the penalty shall be 1% of the unpaid principal balance. If the within named customer's debt ratio (income to monthly payments) exceeds 50% on the date of this loan, no prepayment penalty will be collected and the finance charge refund will be computed using the actuarial method.

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**CHAPTER 7 CASE NUMBER 21-50698-KMS**

**AGREED ORDER**

THIS MATTER, having come on for consideration on motion filed by **First Consumers Financial** to approve agreed order (dkt # \_\_\_\_ ) and the Court being advised that the Debtor and the Trustee agree to the relief requested, and based on the representations made in the motion, the Court finds that the motion is well taken and should be granted; it is therefore:

ORDERED , ADJUDGED AND DECREED that the Motion to Approve Agreed Order be, and the same is, hereby granted ; that the subject property, one **2007 Ford F-150**, is abandoned from the bankruptcy estate and the Automatic Stay of Section 362 of the Bankruptcy Code is hereby terminated with respect to said property (particularly described in the attached Certificate of Title); it is further

ORDERED, ADJUDGED AND DECREED that this order shall be immediately enforceable, and the provisions of rule 4001 (a)(3) of the Federal Rules of Bankruptcy Procedure shall not apply to this order.

\*\*\*END OF ORDER\*\*\*

APPROVED AS TO FORM AND CONTENT:

s/ William P. Wessler  
ATTORNEY FOR CREDITOR

/s/ T. C. Rollins, Jr. ESQ.  
ATTORNEY FOR DEBTOR

SEE ATTACHED  
WARREN A. CUNTZ, JR. TRUSTEE

\*Prepared and Submitted by:  
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W. Gerry Wessler  
Attorneys for Creditor  
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APPROVED AS TO FORM AND CONTENT:

s/ William P. Wessler  
ATTORNEY FOR CREDITOR

T. C. Rollins, Jr. ESQ.  
ATTORNEY FOR DEBTOR

/s/ Phillip Brent Dunnaway  
WARREN A. CUNTZ, JR. TRUSTEE

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